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13 SYNPEP CORPORATION  
14 and CHI YANG

15 UNITED STATES DISTRICT COURT  
16 NORTHERN DISTRICT OF CALIFORNIA  
17 OAKLAND DIVISION

18 UNITED STATES OF AMERICA,  
19 Plaintiff,  
20 v.  
21 SYNPEP CORPORATION and  
22 CHI YANG,  
23 Defendants.

Case No. CR 06-0374 SBA

**ORDER REGARDING HANDWRITING  
EXEMPLAR ISSUES**

24 The parties have met and conferred, and have agreed upon the following procedure to  
25 provide original handwriting samples - including handwriting exemplars and evidentiary exhibits  
26 - to defense expert, Lloyd Cunningham.

- 27 1. The defense expert shall follow the procedures below, shall at all times be responsible for  
28 maintaining the highest possible duty of care with regard to the samples;
2. The defense shall identify to the government original handwriting samples that it would

- 1           like provided to the defense expert;
- 2           3. The government shall provide these samples directly to the defense expert;
- 3           4. The defense handwriting expert shall maintain control of these original samples at all
- 4           times, and the samples shall not be taken out of his place of business except to be returned
- 5           to a government agent;
- 6           5. During this evaluation period, only the defense handwriting expert shall have access to
- 7           these original handwriting samples. No other individuals including defense counsel or the
- 8           defendant shall be permitted access to these samples while they are in the custody of the
- 9           defense handwriting expert;
- 10          6. The evaluation period shall not exceed seven (7) days. The government, defense counsel,
- 11          and the defense expert, shall create a schedule that is workable for all parties for the
- 12          provision of samples to the defense expert. It is not anticipated that the expert will
- 13          possess more than one-third of the samples at any one given time.
- 14          7. The defense expert will be permitted to possess and review these original handwriting
- 15          samples without government oversight;
- 16          8. When the expert's evaluation is complete, the expert shall promptly inform the
- 17          government and return the samples directly to the government's control;
- 18          9. The defense agrees not to raise any chain-of-custody issues in regards to the transfer of
- 19          handwriting exemplars and evidentiary exhibits to the defense expert;
- 20          10. The expert may photograph, scan, and copy the original samples, and may subject the
- 21          samples to other non-destructive methods of analysis. The expert may not undertake any
- 22          analysis or experiment that would destroy or alter the original handwriting samples;
- 23          11. Upon returning the samples, the defense expert shall certify to the government that the
- 24          samples, to his knowledge are in their original condition in all respects. He shall make
- 25          such certification on a photocopy of this stipulation that has been filed with the court in
- 26          the signature block provided below; and
- 27          12. Defense counsel has agreed to provide answers to the government expert's questionnaire
- 28          on behalf of the defendant. As such, the defense also agrees not to raise any issue at or

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before trial regarding the fact that the government's handwriting expert received answers from counsel for the defendant rather than from the defendant himself.

IT IS SO STIPULATED.

Dated: June 15, 2009

/s/: Edwin K. Prather  
EDWIN K. PRATHER  
Clarence & Dyer LLP  
Attorneys for Defendants  
SynPep Corporation and Chi Yang

Dated: June 15, 2009

/s/: Tina Hua  
TINA HUA  
Assistant United States Attorney

Dated:

LLOYD CUNNINGHAM

IT IS SO ORDERED.

Dated: 6/17/09

  
SAUNDRA BROWN ARMSTRONG  
UNITED STATES DISTRICT JUDGE

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PROOF OF SERVICE

I, Stephanie Chan, declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 899 Ellis Street, San Francisco, California 94109; I am employed in the County of San Francisco.

On January 15, 2009, I served a copy, with all exhibits, of the following documents:

**[PROPOSED] ORDER REGARDING HANDWRITING EXEMPLAR ISSUES**

  X   (BY ELECTRONIC SERVICE) I caused an electronic delivery subject to 28 U.S.C ¶1746, Local Rules or General Orders of this Court regarding Electronic Case Filing. All pleadings and papers must be electronically served in accordance with those Rules or General Orders with email address(es) as noted below:

Ioana Petrou, Assistant U.S. Attorney  
Tina Hua, Assistant U.S. Attorney  
450 Golden Gate Avenue, Box 36055  
San Francisco, CA 94102  
Email: [ioana.petrou@usdoj.gov](mailto:ioana.petrou@usdoj.gov),  
[tina.hua@usdoj.gov](mailto:tina.hua@usdoj.gov)

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct and that this declaration was executed on the above stated date.

/s/ Stephanie Chan \_\_\_\_\_  
STEPHANIE CHAN